

LETTER CONTRACT NO. EE-2022

SAPC-16452

Cy 3 85

25 JUN 1957

Westinghouse Electric Corporation
Friendship International Airport
Baltimore 27, Maryland

Gentlemen:

1. Introduction

An order is hereby placed with the Contractor for performing for the Government the work as set forth in Exhibit "A" which is attached hereto and hereby made a part hereof.

2. Direction to Proceed

Except as otherwise expressly provided to the contrary herein, the Contractor is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the performance of the work called for herein, and to pursue such work with all diligence to the end that the work will be accomplished.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Armed Services Procurement Regulations in effect on the date hereof and the additional clauses which are made a part of this Letter Contract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full:

7-203.1 (Definition); 7-203.3 (Limitation of Cost);
7-203.4 (Allowable Cost, Fixed Fee and Payment); 7-203.5
(Inspection); 7-203.7 (Records); 7-203.8 (Subcontracts);
7-203.9 (Utilization of Small-Business Concerns);
7-203.10 (Termination); 7-203.11 (Excusable Delays);
7-203.12 (Disputes); 7-203.24 (Notice and Assistance
Regarding Patent Infringement); 7-203.14 (Buy American
Act); 7-203.15 (Convict Labor); 7-203.16 (Eight-Hour
Law of 1912); 7-203.18 (Nondiscrimination in Employment);
7-203.19 (Officials Not to Benefit); 7-203.20 (Covenant
Against Contingent Fees); 7-204.7 (Patent Rights);

DOCUMENT NO.

NO CHANGE IN CLASS. ☒

☐ DECLASSIFIED

CLASS. CHANGED TO: TS S C

NEXT REVIEW DATE: 2011

AUTH: HR 10-2

DATE: 22 DEC 1981

REVIEWER: 064540

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7-203.21 (Government Property); 7-203.22 (Insurance Liability to Third Persons); 7-203.23 (Authorization and Consent); 9-112 (Reproduction and Use of Technical Data); 7-204.3 (Employment of Aliens); 7-204.6 (Filing of Patent Applications); 7-204.8 (Reporting of Royalties); 7-204.9 (Copyrights); 7-204.12 (Military Security Requirements); 7-203.17 (Walsh-Healey Public Contracts Act); 7-204.14 (Gratuities).

(b) Reference in any of the clauses enumerated in (a) above to contract prices or adjustments in contract prices and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of the Contractor's termination claim or shall be taken into account at the time of execution of the definitive contract contemplated herein.

4. Provision for Definitizing Contract:

By the Contractor's acceptance hereof, it undertakes, without delay to enter into negotiations with the Government looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive Order, and applicable Procurement Regulations to be included in contracts for work of the kind herein described. The definitive contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 15 August 1957 and will be either a cost-reimbursement or a fixed-price with provisions for redetermination type of contract. In the event the parties hereto agree upon the letter type of definitive contract, the clauses appropriate thereto and set forth in Part 1, Section VII, of the Armed Services Procurement Regulations will be incorporated therein in lieu of the clauses stated in Paragraph 3(a) above.

5. Authority to Obligate Funds and Subcontracts:

The Contractor is not authorized to expend or obligate, in furtherance of its performance hereunder, more than \$100,000 in the aggregate. No contract, regardless of the amount thereof, shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed work herein called for, without the written approval of the Contracting Officer as to sources.

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6. Alterations:

The following alterations of this Letter Contract have been made prior to the execution of this contract by parties hereto:

(a) In reference ASPR clause 7-203.7 (Records), delete the words "Comptroller General of the United States" and substitute in lieu thereof "Comptroller of the contracting Government Agency or his authorized representative".

(b) In reference ASPR clause 7-204.7 (Patent Rights), the wording is amended to provide that the Contractor agrees to and does grant to the Government all right, title and interest in and to each Subject Invention with no nonexclusive and royalty-free license to the Contractor to practice any such invention.

(c) In reference ASPR clause 7-204.9 (Copyrights), the wording in (a)(i) is amended to provide that the Contractor agrees to and does grant to the Government all right, title and interest in and to all copyrightable material with no royalty-free, nonexclusive and irrevocable license to the Contractor to reproduce, translate, publish, use, and dispose of, all copyrightable material first produced or composed and delivered to the Government under this Contract by the Contractor.

7. The Contractor's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copies to the Contracting Officer not later than 30 June 1957. Such acceptance will constitute this order a contract on the terms set forth herein.

THE UNITED STATES OF AMERICA

BY

Contracting Officer

25X1A

ACCEPTED June 27 1957

WESTINGHOUSE ELECTRIC CORPORATION

BY

TITLE

Vice President

25X1A

~~SECRET~~

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EXHIBIT "A"

1. SCOPE OF WORK:

a. The Contractor shall perform theoretical analyses and exploratory studies of the probable effects of changes of certain variables on the operation of certain special systems for producing electromagnetic radiation; conduct experiments and laboratory tests to determine the effects of changes of certain variables on the operation of such systems; examine the feasibility of bring about predetermined changes in the variables involved and recommend lines of approach for the development of means for accomplishing such changes.

b. The Contractor shall provide a suitable area, including an access road, power lines, poles and electric power for establishment of a test site to be used in connection with the research studies and investigations under this project. The Contractor shall also perform such additional work related to a. above, as the Contracting Officer may from time-to-time request and the Contractor agrees to perform.

2. PROGRESS PAYMENT:

The Contractor shall be entitled to progress payments hereunder based upon appropriate statements indicating costs incurred in behalf of the project up to 90% of the amount authorized for expenditure or obligation in Paragraph 5 of this letter contract. Such invoices shall be authenticated by an officer of the Fiscal Office of the Contractor.

3. PERIOD OF PERFORMANCE:

The period of performance hereunder shall commence 1 March 1957 and shall be completed on 30 June 1958, unless further extended by appropriate amendment to this Letter Contract or the definitive contract which will replace this Letter Contract.

4. INDIRECT COSTS:

Indirect costs (overhead) to be applied to direct labor under this Letter Contract shall be in accordance with the principles and policies negotiated between the Contractor and the cognizant audit service of the Department of Defense for similar contract work.

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5. SPECIAL SECURITY RESTRICTIONS:

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is permitted or directed to reveal such information by the Contracting Officer or his duly authorized representative for security matters.

6. AUDIT

Audit of costs hereunder shall be by the cognizant military audit agency, in accordance with security requirements which shall be agreed upon between the Contractor and the Contracting Officer.